

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASEKO, INC.		08/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAYFIN SERVICES LLP, as the Agent		
<b>Street Address:</b>	ONE EAGLE PLACE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1Y 6AF		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77079547	GLUCOMMANDER	
<b>Serial Number:</b>	85615948	GLYTEC	
<b>Serial Number:</b>	85593337	ASEKO	
<b>Serial Number:</b>	85969507	GLUCOVIEV	
<b>Serial Number:</b>	86149610	EGLYCEMIC MANAGEMENT SYSTEM	
<b>Serial Number:</b>	86272587	EGMS	
<b>Serial Number:</b>	85969495	SMARTCLICK	
<b>Serial Number:</b>	85969515	GLUCOMETRICS	
<b>Serial Number:</b>	85970746	GLUCOSURVEILLANCE	
<b>Serial Number:</b>	86659686	GLYCLOUD	
<b>Serial Number:</b>	86271660	THERAPY ADVISOR	
<b>Serial Number:</b>	86828623	H2H	
<b>Serial Number:</b>	90611941	METER MAX	
<b>Serial Number:</b>	97065774	GLUCOMMANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037735200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7037734000		

CH \$365.00 77079547

**Email:** PatentProsecutionRes@us.dlapiper.com  
**Correspondent Name:** DLA PIPER LLP (US)  
**Address Line 1:** 11911 Freedom Drive  
**Address Line 2:** Suite 300  
**Address Line 4:** Reston, VIRGINIA 20190

**NAME OF SUBMITTER:** BERT LEE

**SIGNATURE:** /Bert Lee/

**DATE SIGNED:** 08/08/2023

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2023 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Hayfin Services LLP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as, August 4, 2023 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrowers thereunder, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

ASEKO, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Edmond Furlong  
Title: President & CEO

Address:

Aseko, Inc.  
610 Lincoln St South, Ste 230  
Waltham, MA 02451

Accepted and Agreed:  
HAYFIN SERVICES LLP, as the Agent

By \_\_\_\_\_  
Name:  
Title Authorised Signatory

Address: One Eagle Place  
London, SW1Y 6AF  
Email: Loanops@hayfin.com  
Legal@hayfin.com  
Phone: +44 207 074 2900  
Attention: Andrew Merrill  
Legal Team / Loan Operations

[Signature Page to Trademark Security Agreement (Aseko)]

**TRADEMARK**  
**REEL: 008159 FRAME: 0105**

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

ASEKO, INC.

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and Agreed:  
HAYFIN SERVICES LLP, as the Agent

By  \_\_\_\_\_  
Name: Alex Pickett  
Title Authorised Signatory

Address: One Eagle Place  
London, SW1Y 6AF  
Email: Loanops@hayfin.com  
Legal@hayfin.com  
Phone: +44 207 074 2900  
Attention: Andrew Merrill  
Legal Team / Loan Operations

Schedule 1

**TRADEMARKS**

Registered Trademarks

<b>Owner</b>	<b>Word Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Aseko	GLUCOMMANDER	U.S.	77079547	3936159	3/29/2011
Aseko	GLYTEC	U.S.	85615948	4548175	6/10/2014
Aseko	ASEKO	U.S.	85593337	4605938	9/16/2014
Aseko	GLUCOVIEW	U.S.	85969507	4748526	6/2/2015
Aseko	EGLYCEMIC MANAGEMENT SYSTEM	U.S.	86149610	4749805	6/2/2015
Aseko	EGMS	U.S.	86272587	4796302	8/18/2015
Aseko	SMARTCLICK	U.S.	85969495	4809036	9/8/2015
Aseko	GLUCOMETRICS	U.S.	85969515	4809037	9/8/2015
Aseko	GLUCOSURVEILLANCE	U.S.	85/970,746	4,809,039	9/8/2015
Aseko	GLYCLOUD	U.S.	86659686	4885869	1/12/2016
Aseko	THERAPY ADVISOR	U.S.	86271660	5095858	12/6/2016
Aseko	H2H	U.S.	86828623	5438692	4/3/2018
Aseko	GLUCOMMANDER		UK00003748658	UK0003748658	4/22/2022
Aseko	METER MAX	U.S.	90611941	6817647	8/16/2022
Aseko	GLUCOMMANDER	U.S.	97065774	6827529	8/23/2022

Pending Trademark Applications

<b>Owner</b>	<b>Word Mark</b>	<b>Jurisdiction</b>	<b>Application Serial No.</b>	<b>Filing Date</b>
Aseko	ASEKO	U.S.	85/593,337	4/10/2012
Aseko	GLYTEC	U.S.	85/615,948	5/3/2012

<b>Owner</b>	<b>Word Mark</b>	<b>Jurisdiction</b>	<b>Application Serial No.</b>	<b>Filing Date</b>
Aseko	SMARTCLICK	U.S.	85/969,495	6/25/2013
Aseko	GLUCOVIEW	U.S.	85/969,507	6/25/2013
Aseko	GLUCOMETRICS	U.S.	85/969,515	6/25/2013
Aseko	GLUCOSURVEILLANCE	U.S.	85/970,746	6/26/2013
Aseko	EGLYCEMIC MANAGEMENT SYSTEM	U.S.	86/149,610	12/20/2013
Aseko	THERAPY ADVISOR	U.S.	86/271,660	5/5/2014
Aseko	EGMS	U.S.	86/272,587	5/6/2014
Aseko	GLYCLOUD	U.S.	86/659,686	6/11/2015
Aseko	H2H	U.S.	86/828,623	11/23/2015
Aseko	METER MAX	U.S.	90/611,941	3/30/2021
Aseko	GLUCOMMANDER	U.S.	97/065,774	10/8/2021
Aseko	GLUCOMMANDER	Canada	2125641	8/6/2021
Aseko	GLUCOMMANDER	EU	018646245	1/28/2022
Aseko	GLUCOMMANDER	UK	UK00003748658	1/28/2022